

# GROUPCARE ACCIDENT SCHEME

## POLICY WORDING

Please read this GroupCare Policy Wording, the Schedule and list of Insured Persons, which together form your Policy Document, to ensure that the cover provided meets with your requirements.

### INSURANCE AGREEMENT

The Insured Person (as specified in the Policy Schedule) and Insurer (ACE European Group Limited) agree that:

The Insured Person will pay the Premium as agreed.

The Insurer will, subject to the Terms, Conditions, Provisions and Exclusions of this Policy, provide the Insurance in the manner and to the extent provided in this Policy. All information supplied to the Insurer by the Insured Person shall be incorporated into and be the basis of this Policy.

The Insurer is required to notify the Insured Person that other taxes and costs may exist which are not imposed by the Insurer.

### COVER PROVIDED

Cover is on a 24 hour worldwide basis and provides a Scale of Benefits for the Death or Permanent Disability of an Insured Person. If during the period of insurance the Insured Person sustains Bodily Injury, Insurer will pay to the Insured Person, subject to the terms and conditions and exclusions, the Benefit specified in the Table of Benefits.

### TABLE OF BENEFITS

Permanent Disability

A proportion of the benefits (Continental Scale) equivalent to the degree of disability in accordance with the scale shown below

1 Total organic paralysis	£125,000
2 Total loss of intellectual capacity	£125,000
3 Total loss of both eyes	£125,000
4 Total loss of both arms or both hands	£125,000
5 Total loss of both legs or both feet	£125,000
6 Total loss of one arm and one leg	£125,000
7 Total loss of one hand and one foot	£125,000
8 Total loss of one arm or one hand	£62,500
9 Total loss of one leg or one foot	£62,500
10 Total loss of one eye	£62,500
11 Total loss of hearing in both ears	£62,500
12 Total loss of speech	£62,500
13 Total loss of use of wrist	£62,500
14 Total loss of use of lung	£62,500
15 Total loss of use of hip or knee or ankle	£50,000
16 Total loss of thumb	£31,250
17 Total loss of use of a shoulder or elbow	£25,000
18 Total loss of use of kidney	£18,750
19 Total loss of hearing in one ear	£12,500
20 Total loss of one finger	£12,500
21 Total loss of big toe	£12,500
22 Total loss of use of spleen	£10,000
23 Total loss of any toe other than big toe	£3,750
24 Death	£4,375
25 Facial disfigurement	up to £2,500

if as a result of an accident an insured person sustains permanent scarring to the face, provided the scarring affects an area of one square centimetre or more or is at least two centimetres in length.

In the event of the Insured Person sustaining any Permanent Disability not noted above, the amount payable shall be calculated by assessing the degree of disability in relation to the Table of Benefits specified.

## DEFINITIONS

1. **Insurer** shall mean ACE European Group Limited, authorised and regulated by the Financial Services Authority. Firm Registration number 202803. Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP Registered in England No 1112892.
2. **Coverholder** shall mean Marsh Ltd, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY Telephone: 01444 458144 Facsimile: 01444 415088 Registered in England number 1507274. Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Limited is a Lloyd's broker and authorised and regulated by the Financial Services Authority. Reference number 307511.
3. **Insured Person** shall mean any person named in the list of Insured Persons.
4. **Bodily Injury** shall mean injury that is caused by accidental means and which within 104 weeks from the date of the accident solely and independently of any other cause results in the Insured Person's death or Permanent Disability.
5. **Permanent Disability** shall mean disability which will, in all probability, continue for the remainder of the Insured Person's life.
6. **Loss of**, shall also mean the loss of use of, and loss of an eye shall also mean loss of sight of an eye.
7. **Period of Insurance** shall mean the period between and inclusive of the dates shown From: and To: in the Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address shown in the Schedule.

## PROVISIONS

1. If Benefit is payable in respect of one Insured Person under more than one form of Permanent Disability as a result of one accident the total amount payable shall not exceed £125,000.
2. If Benefit is payable for loss of or loss of use of a whole member of the body then Benefit for parts of that member cannot also be claimed.
3. Any disability which existed prior to an Insured Person suffering Bodily Injury will be taken into account when calculating the Benefit to be paid. This may reduce the benefit payment.
4. All premiums and claims are payable in sterling in the United Kingdom.

## EXCLUSIONS

The Policy does not cover loss resulting from:

1. suicide, attempted suicide resulting in self-injury, or any other intentionally inflicted self-injury
2. injuries to teeth
3. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## CONDITIONS

1. On the happening of any accident likely to give rise to a claim under this Policy, written notice shall be given to the Coverholder as soon as possible. The Insured Person shall furnish to the Insurer such Policy, information and evidence as the Insurer may from time to time reasonably require in the forms prescribed by the Insurer. The Insurer shall be allowed at their own expense and upon reasonable notice to have a medical examination of the Insured Person, and will pay for reasonable transportation costs, incurred when attending such medical examination required by Insurer, on production of relevant receipts.
2. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain benefit under this Policy the Insurer shall be under no obligation in respect of such claims.
3. No sum payable under this Policy shall carry interest unless payment has been unreasonably delayed by the Insurer following receipt of all the required Policy, information and evidence necessary to support the claim. Where interest becomes payable by ACE European Group it will be calculated only from the date of final receipt of such Policy, information and evidence.
4. The amounts the Insured Person must pay are shown in the Policy Schedule. If the Insured Person does not start paying the premiums, this Policy will not provide any cover. Premiums are payable by direct debit through a bank or building society or by cheque or charged to the Insured Person's credit/charge/debit card when due. The Insured Person will pay the first premium at the Inception date or and; if the Insured Person is paying premiums monthly, the Insured Person will pay the other premiums on or around the same date each month; or if the Insured Person is paying premiums annually, the Insured Person will pay the other premiums on or around each anniversary date of the Inception date thereafter. For each premium the Insured Person pays, Insurer will provide cover until the next premium is due.

## CLAIMS

In the event of an accident occurring which might give rise to a claim, please contact the Coverholder (whose details are given overleaf) as soon as possible. Please quote your Policy number. An Accident Report form will then be forwarded for completion.

## CANCELLATION

There are no cancellation rights under this Policy.

The Insurer may cancel this Policy by giving thirty days written notice to the Insured at their last known address.

## PERSONAL DATA

Your information (including information we already hold and may receive now and in the future as well as information about lapsed policies) may be held on a group database and may be shared with other MMC group companies. This will allow us to reflect all the connections that you have with the MMC group. Your information will be used for general insurance administration purposes, for offering renewal, for research and statistical purposes and for crime prevention. In the course of performing our obligations to you, your information may be disclosed to agents and service providers appointed by us, including insurer, consultants, market research and quality assurance companies. Your information may be transferred to any country including countries outside the European Economic Area for any of these purposes and for systems administration. Such information may include "sensitive data".

The Data Protection Act 1998 defines sensitive data as information about your racial or ethnic origin, political opinions, religious beliefs or beliefs of a similar nature, trade union membership, physical condition or mental health, sexual life, criminal record, pending court proceedings or sentence or any alleged offence.

You have a right to access (subject to limited exceptions) and if necessary rectify the information that we hold about you.

The Insurer passes information to the Claims and Underwriting Exchange Register. This register has been established to help check the information provided and also to reduce fraudulent claims. This register may be searched when dealing with your request for insurance. Under the conditions of your policy, you must declare all incidents whether or not they may result in a claim. This information may be passed to the registers.

## COMPLAINTS PROCEDURE

(Following these procedures will not affect the Insured Person's rights to take legal action)

Marsh Ltd (the Coverholder) and ACE European Group Limited (the Insurer) are committed to providing a high quality service. Complaints regarding the scheme should be made to Marsh using the details provided overleaf.

Alternatively, you can put your complaint direct to the:

### **A&H Customer Service Manager**

ACE European Group Limited, 200 Broomielaw, Glasgow G1 4RU

Telephone: 0845 841 0056 Facsimile: 01293 597 376

Your complaint will be dealt with fairly, speedily, and in accordance with the FSA rules on complaints handling.

However, if following receipt of a final response you are still dissatisfied, you can refer your complaint to the Financial Ombudsman Service within six months of receipt of the final response.

The **Financial Ombudsman Service** can be contacted at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0845 080 1800 Facsimile: 0207 964 1001.

E-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## GOVERNING LAW AND JURISDICTION

The Insurer proposes that the law of England and Wales applies unless the Insured Person or his/her legal or personal representative agree otherwise. In the absence of further agreement all claims and matters arising out of this contract shall be governed by and in accordance with the law of England and Wales. The English courts alone have exclusive jurisdiction to settle any dispute arising out of or in connection with this contract.

## FINANCIAL SERVICES COMPENSATION SCHEME

The Insurer and Marsh are members of the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at 7th Floor, Lloyds Chambers, Portoken Street, London, E1 8BN or by telephone on 020 7741 4100.

## UNDERWRITERS

This scheme is underwritten by ACE European Group Limited

Main business – General Insurance. Registered in England No. 1112892.

Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP [www.aceeuropeangroup.com](http://www.aceeuropeangroup.com)

ACE is authorised and regulated by the Financial Services Authority (FSA). FSA Firm Reference Number FRN202803.

Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk> or by contacting the FSA on 0300 500 5000.

